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NOTE: CHANGES MADE BY THE COURT

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19 Attorneys for Defendants

20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**  
22

23 REMEDI8, LLC, a Kansas limited  
liability company,

24 Plaintiff,

25 v.

26 ALLIANCE ENVIRONMENTAL  
27 GROUP, LLC, a California limited  
liability company; MATTHEW  
28 HENRY, an individual; KERRY

Case No. 2:23-cv-5669-TJH (JPRx)

STIPULATED PROTECTIVE  
ORDER

CENICEROS, and individual;  
LYNDA ROWIN, and individual;  
KYLE FELTIS, an individual; and  
JOSE JIMENEZ, and individual,

Defendants.

1     1. INTRODUCTION

2             1.1 PURPOSES AND LIMITATIONS

3             Discovery in this action may involve production of confidential, proprietary,  
4     or private information for which special protection from public disclosure and from  
5     use for any purpose other than prosecuting this litigation may be warranted.  
6     Accordingly, the Parties hereby stipulate to and petition the Court to enter the  
7     following Stipulated Protective Order. The Parties acknowledge that this Order  
8     does not confer blanket protections on all disclosures or responses to discovery and  
9     that the protection it affords from public disclosure and use extends only to the  
10    limited information or items that are entitled to confidential treatment under the  
11    applicable legal principles. The Parties further acknowledge, as set forth in Section  
12    12.3 below, that this Order does not entitle them to file Confidential Information  
13    under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
14    and the standards that will be applied when a Party seeks permission from the Court  
15    to file material under seal.

16            1.2 GOOD CAUSE STATEMENT

17            This action is likely to involve confidential, propriety, or sensitive materials  
18    and valuable commercial, operational, and financial information of the Parties, as  
19    well as such materials and information of Nonparties, for which special protection  
20    from public disclosure and from use for any purpose other than prosecution of this  
21    action may be warranted. Such confidential and proprietary materials and  
22    information may include, among other things: confidential and proprietary materials  
23    and information (e.g., documents, reports, contracts, notes, templates, tools, etc.)  
24    related to customer solicitation and servicing (e.g., bids, pricing, proposals, quotes,  
25    services provided, customer needs and preferences, customer floor plans,  
26    specifications, service reports, etc.) and employee personnel files (e.g., personal  
27    contact information, salary information, job titles and responsibilities, skills and  
28    qualifications, etc.); (b) confidential business or financial information (e.g.,

1 customer lists, past and present contracts, bids, proposals and quotations for existing  
2 and prospective customers, pricing models, costs, mark-ups, margins, billings, etc.);  
3 (c) information regarding confidential business practices (e.g., contracts with and  
4 practices with respect to customers and employees; project details, scopes,  
5 estimation and service provision procedures, etc.); and (d) information implicating  
6 privacy rights of third parties, that is generally unavailable to the public, or which  
7 may be privileged or otherwise protected from disclosure under state or federal  
8 statutes, court rules, case decisions, or common law.

9 In particular, such confidential and proprietary materials and information may  
10 include the aforementioned types of materials and information belonging to the  
11 Parties, respectively, as well as related to (and in some cases, belonging to)  
12 Nonparties that are or may be contract counterparties, customer, business contacts,  
13 and/or employees of one or more of the Parties. Accordingly, the disclosure of such  
14 materials and information might result in significant competitive harm to the Parties  
15 and Nonparties, as well as their business relationships with each other, customer,  
16 business contacts, employees, and other entities integral to the Parties' and  
17 Nonparties' businesses.

18 Therefore, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the Parties are entitled to keep confidential, to ensure that the  
21 Parties are permitted reasonable and necessary uses of such material in preparation  
22 for and in conducting trial, to address their handling at the end of litigation, and to  
23 serve the ends of justice, a protective order for such materials and information is  
24 justified in this action.

25 It is the intent of the Parties that information will not be designated as  
26 confidential for tactical reasons and that nothing be so designated without a good  
27 faith belief that it has been maintained in a confidential, non-public manner, and that  
28 there is good cause why it should not be part of the public record of this action.

1     2.     DEFINITIONS

2             2.1     Action: The above-captioned action, *Remedi8, LLC v. Alliance*  
3     *Environmental Group, LLC et al*; Case No. 2:23-cv-05669-TJH (JPRx).

4             2.2     Challenging Party: a Party or Nonparty that challenges the designation  
5     of information or items under this Order.

6             2.3     “CONFIDENTIAL” Information or Items: information (regardless of  
7     how it is generated, stored, or maintained) or tangible things that qualify for  
8     protection under Federal Rule of Civil Procedure 26(c) and as specified above in the  
9     Good Cause Statement.

10            2.4     Counsel: Outside Counsel of Record and House Counsel (as well as  
11     their support staff).

12            2.5     Designating Party: a Party or Nonparty that designates information or  
13     items that it produces in disclosures or in responses to discovery as  
14     “CONFIDENTIAL.”

15            2.6     Disclosure or Discovery Material: all items or information, regardless  
16     of the medium or manner in which it is generated, stored, or maintained (including,  
17     among other things, testimony, transcripts, and tangible things), that are produced or  
18     generated in disclosures or responses to discovery in this matter.

19            2.7     Expert: a person with specialized knowledge or experience in a matter  
20     pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21     an expert witness or as a consultant in this action.

22            2.8     House Counsel: attorneys who are employees of a Party to this Action.  
23     House Counsel does not include Outside Counsel of Record or any other outside  
24     counsel.

25            2.9     Nonparty: any natural person, partnership, corporation, association, or  
26     other legal entity not named as a Party to this action.

27            2.10    Outside Counsel of Record: attorneys who are not employees of a  
28     Party to this Action but are retained to represent or advise a Party and have appeared

1 in this Action on behalf of that Party or are affiliated with a law firm that has  
2 appeared on behalf of that Party, including support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Nonparty that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation  
9 support services (for example, photocopying, videotaping, translating, preparing  
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or  
11 medium) and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above) but also any information copied or extracted  
19 from Protected Material; all copies, excerpts, summaries, or compilations of  
20 Protected Material; and any testimony, conversations, or presentations by Parties or  
21 their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial will be governed by the orders of the  
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order will remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition is the later  
28 of (1) dismissal of all claims and defenses in this Action, with or without prejudice,

1 or (2) final judgment after the completion and exhaustion of all appeals, rehearings,  
2 remands, trials, or reviews of this Action, including the time limits for filing any  
3 motions or applications for extension of time under applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Each Party or Nonparty that designates information or items for  
6 protection under this Order must take care to limit any such designation to specific  
7 material that qualifies under the appropriate standards. The Designating Party must  
8 designate for protection only those parts of material, documents, items, or oral or  
9 written communications that qualify so that other portions of the material,  
10 documents, items, or communications for which protection is not warranted are not  
11 swept unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations  
13 that are shown to be clearly unjustified or that have been made for an improper  
14 purpose (for example, to unnecessarily encumber the case-development process or  
15 to impose unnecessary expenses and burdens on other parties) may expose the  
16 Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items it  
18 designated for protection do not qualify for that level of protection, that Designating  
19 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
20 designation.

21 5.2 Except as otherwise provided in this Order, Disclosure or Discovery  
22 Material that qualifies for protection under this Order must be clearly so designated  
23 before the material is disclosed or produced.

24 Designation in conformity with this Order requires the following:

25 (a) for information in documentary form (for example, paper or electronic  
26 documents but excluding transcripts of depositions or other pretrial or trial  
27 proceedings), the Producing Party must affix at a minimum the legend  
28 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion

1 or portions of the material on a page qualify for protection, the Producing Party  
2 must clearly identify the protected portion(s) (for example, by making appropriate  
3 markings in the margins).

4 A Party or Nonparty that makes original documents available for  
5 inspection need not designate them for protection until after the inspecting Party has  
6 indicated which documents it would like copied and produced. During the  
7 inspection and before the designation, all material made available for inspection  
8 must be treated as “CONFIDENTIAL.” After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine which  
10 documents, or portions thereof, qualify for protection under this Order. Then,  
11 before producing the specified documents, the Producing Party must affix the  
12 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualify for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (for example, by making  
15 appropriate markings in the margins).

16 (b) for testimony given in depositions, the Designating Party must identify  
17 the Disclosure or Discovery Material that is protected on the record, before the close  
18 of the deposition.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, the Producing Party must affix in a prominent place on the  
21 exterior of the container or containers in which the information is stored the legend  
22 “CONFIDENTIAL.” If only a portion or portions of the information warrant  
23 protection, the Producing Party, to the extent practicable, must identify the protected  
24 portion(s).

25 5.3 If timely corrected, an inadvertent failure to designate qualified  
26 information or items does not, standing alone, waive the Designating Party’s right to  
27 secure protection under this Order for that material. On timely correction of a  
28



1 designation, the Receiving Party must make reasonable efforts to assure that the  
2 material is treated in accordance with the provisions of this Order.

### 3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Any Party or Nonparty may challenge a designation of confidentiality  
5 at any time consistent with the Court's scheduling order.

6 6.2 The Challenging Party must initiate the dispute-resolution process (and,  
7 if necessary, file a discovery motion) under Local Rule 37.

8 6.3 The burden of persuasion in any such proceeding is on the Designating  
9 Party. Frivolous challenges, and those made for an improper purpose (for example,  
10 to harass or impose unnecessary expenses and burdens on other parties), may expose  
11 the Challenging Party to sanctions. Unless the Designating Party has waived or  
12 withdrawn the confidentiality designation, all parties must continue to afford the  
13 material in question the level of protection to which it is entitled under the  
14 Producing Party's designation until the Court rules on the challenge.

### 15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 A Receiving Party may use Protected Material that is disclosed or  
17 produced by another Party or by a Nonparty in connection with this Action only for  
18 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
19 may be disclosed only to the categories of people and under the conditions described  
20 in this Order. When the Action has been terminated, a Receiving Party must comply  
21 with the provisions of Section 13 below (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a manner sufficiently secure to ensure that access is limited to the  
24 people authorized under this Order.

25 7.2 Unless otherwise ordered by the Court or permitted in writing by the  
26 Designating Party, a Receiving Party may disclose any information or item  
27 designated "CONFIDENTIAL" only to the following people:  
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of that Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses and attorneys for witnesses to  
17 whom disclosure is reasonably necessary, provided that the deposing party requests  
18 that the witness sign the form attached as Exhibit A hereto and the witnesses will  
19 not be permitted to keep any confidential information unless they sign the form,  
20 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of  
21 transcribed deposition testimony or exhibits to depositions that reveal Protected  
22 Material may be separately bound by the court reporter and may not be disclosed to  
23 anyone except as permitted under this Order; and

24 (i) any mediator or settlement officer, and their supporting personnel,  
25 mutually agreed on by any of the Parties engaged in settlement discussions or  
26 appointed by the Court.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must

(a) promptly notify in writing the Designating Party. Such notification must include a copy of the subpoena or court order unless prohibited by law;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification must include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order should not produce any information designated in this action as “CONFIDENTIAL” before a determination on the protective-order request by the relevant court unless the Party has obtained the Designating Party’s permission. The Designating Party bears the burden and expense of seeking protection of its Confidential Material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

1 (b) In the event that a Party is required by a valid discovery request to  
2 produce a Nonparty's Confidential Information in its possession and the Party is  
3 subject to an agreement with the Nonparty not to produce the Nonparty's  
4 Confidential Information, then the Party must

5 (1) promptly notify in writing the Requesting Party and the Nonparty  
6 that some or all of the information requested is subject to a confidentiality  
7 agreement with a Nonparty;

8 (2) promptly provide the Nonparty with a copy of this Order, the  
9 relevant discovery request(s), and a reasonably specific description of the  
10 information requested; and

11 (3) make the information requested available for inspection by the  
12 Nonparty, if requested.

13 (c) If the Nonparty fails to seek a protective order within 21 days of  
14 receiving the notice and accompanying information, the Receiving Party may  
15 produce the Nonparty's Confidential Information responsive to the discovery  
16 request. If the Nonparty timely seeks a protective order, the Receiving Party must  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Nonparty before a ruling on the protective-order  
19 request. Absent a court order to the contrary, the Nonparty must bear the burden  
20 and expense of seeking protection of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Order, the Receiving Party must immediately notify the Designating Party in writing  
25 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized  
26 copies of the Protected Material, inform the person or people to whom unauthorized  
27 disclosures were made of the terms of this Order, and ask that person or people to  
28

1 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
2 as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection,  
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
8 Procedure 26(b)(5)(B).

9 12. MISCELLANEOUS

10 12.1 Nothing in this Order abridges the right of any person to seek its  
11 modification by the Court.

12 12.2 By stipulating to the entry of this Order, no Party waives any right it  
13 otherwise would have to object to disclosing or producing any information or item  
14 on any ground not addressed in this Order. Similarly, no Party waives any right to  
15 object on any ground to use in evidence of any of the material covered by this  
16 Order.

17 12.3 A Party that seeks to file under seal any Protected Material must  
18 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only  
19 pursuant to a court order authorizing the sealing of the specific Protected Material at  
20 issue. If a Party's request to file Protected Material under seal is denied, then the  
21 Receiving Party may file the information in the public record unless otherwise  
22 instructed by the Court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60  
25 days of a written request by the Designating Party, each Receiving Party must return  
26 all Protected Material to the Producing Party or destroy such material. As used in  
27 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving  
2 Party must submit a written certification to the Producing Party (and, if not the same  
3 person or entity, to the Designating Party) by the 60-day deadline that identifies (by  
4 category, when appropriate) all the Protected Material that was returned or  
5 destroyed and affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries, or any other format reproducing or capturing any of the  
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
8 archival copy of all pleadings; motion papers; trial, deposition, and hearing  
9 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert  
10 reports; attorney work product; and consultant and expert work product even if such  
11 materials contain Protected Material. Any such archival copies that contain or  
12 constitute Protected Material remain subject to this Order as set forth in Section 4  
13 (DURATION).

14 **14. SANCTIONS**

15 Any willful violation of this Order may be punished by civil or criminal  
16 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or  
17 other appropriate action at the discretion of the Court.  
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1           **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3       DATED: August 8, 2023

CROWELL & MORING LLP

4                               /s/ Kainoa Asuega

5                               Jason Stiehl

6                               Kent Goss

7                               Kainoa Asuega

8                               Darshan Patel

9                               Attorneys for Plaintiff

10       DATED: August 8, 2023

CALLAHAN & BLAINE APLC

11                               /s/ Raphael Cungs

12                               Raphael Cungs

13                               Attorneys for Defendants

14  
15           **IT IS SO ORDERED.**

16                               

17  
18       DATED: 8/17/2023

19                               \_\_\_\_\_  
HON. JEAN P. ROSENBLUTH

20                               UNITED STATES MAGISTRATE JUDGE

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_ **[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of \_\_\_\_\_ **[insert case name and number]**. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ **[full name]** of \_\_\_\_\_ **[full address and telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_